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12 *Attorneys for Defendants*  
13 COSTCO WHOLESALE CORPORATION

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16 LINDA CHAPIN, an individual;

17 CASE NO.: 2:23-cv-01358-ART-VCF

18 Plaintiffs,

19 vs.

20 COSTCO WHOLESALE CORPORATION, a  
21 Delaware corporation; DOE INDIVIDUAL  
22 RETAIL STORE OWNER, I through X,  
23 inclusive; ROE ENTITY RETAIL STORE  
24 OWNER, I through X, inclusive; DOE  
25 INDIVIDUAL MAINTENANCE  
26 CONTRACTORS, I through X, inclusive;  
27 ROE ENTITY MAINTENANCE  
28 CONTRACTORS, I through X, inclusive;  
and ROE CORPORATIONS I through X  
inclusive,

Defendants.

**STIPULATION AND ORDER TO SUBMIT CASE TO MEDIATION AND  
STAY DISCOVERY PENDING COMPLETION  
(LR II 16-5- First Request)**

Pursuant to Local Rule of Practice for the United States District Court, District of Nevada

1 ("LR") II 16-5, Plaintiff, LINDA CHAPIN (hereinafter referred to as "Ms. Chapin" or "Plaintiff"),  
2 by and through counsel, G. Dallas Horton, Esq. and David Thomas, Esq. of G. Dallas Horton &  
3 Associates, and Defendant, COSTCO WHOLESALE CORPORATION (hereinafter referred to as  
4 "Costco") by and through counsel, Edgar Carranza, Esq. and Ashley E. Walters, Esq. of MESSNER  
5 REEVES, LLP, hereby stipulate to submit this case to settlement conference/mediation as a method  
6 of dispute resolution and stay all discovery activities and deadlines pending completion of the same  
7 (First Request to Stay) as follows:

9 WHEREAS, the Parties wish to submit this matter to a settlement conference/mediation in  
10 an effort to explore a potential early resolution as contemplated by LR II 16-5;

12 WHEREAS, the Parties wish to avoid incurring the significant effort and expense that  
13 moving forward with formal discovery would require pending completion of the settlement  
14 conference/mediation; and

15 WHEREAS, the Parties agree that good cause exists for the entry of the foregoing  
16 Stipulation and Order.

18 THEREFORE, the Parties hereby stipulate and agreed as follows:

19 1. Plaintiffs filed her Complaint on June 13, 2023, in the Eighth Judicial District Court  
20 for Clark County, Nevada.

22 2. On July 31, 2023, Costco filed its Answer.

23 3. On August 1, 2023, Plaintiff filed a Request for Exemption from Arbitration, in  
24 which she detailed her claimed damages.

25 4. On August 31, 2023, Costco filed its Notice of Removal of this action to this Court  
26 for complete diversity jurisdiction pursuant to 28 U.S.C. 1332, 1441 and 1446 [Doc No. 1].

5. On September 18, 2023, this Court entered the Joint Discovery Plan and Scheduling Order [Doc. No. 9]. As a result, the parties embarked on discovery.

6. Both parties have served initial disclosures and a first wave of written discovery requests.

7. After completing some initial discovery and after some discussions about the merits of the case, damages incurred, the discovery that would be required to continue to litigate the case, the experts that are anticipated and the potential for an early resolution, the Parties have agreed and hereby stipulate that this case would benefit from more formal efforts to explore a potential resolution. In an effort to do so without incurring significant effort and expense that would be required by formal discovery, the Parties have agreed and hereby stipulate to submit this case to a settlement conference/mediation as contemplated by LR II 16-5, upon this Court's endorsement of this stipulation.

8. The Parties further agree and stipulate to stay all discovery, including the outstanding written discovery, interrogatories and responses to requests for production, to allow for completion of the settlement conference/mediation.

9. The Parties further agree that the settlement conference/mediation shall be convened before a neutral mutually agreed upon based on the neutral's and parties' availability.

10. The Parties further hereby stipulate and agree that all formal discovery efforts and all deadlines pursuant to the court rules and the applicable scheduling order shall be stayed pending the completion of the settlement conference/mediation. If the matter is not resolved by these efforts, the Parties will advise this Court via a status report or other filing this Court deems appropriate and seek to re-set the deadlines, agree to new dates for the pending depositions and other requirements.

1       11. The Parties further request a hearing before this Court so that the Court and the  
2       Parties can determine the most efficient manner to proceed if the Court deems it necessary.  
3

4       DATED this 12<sup>th</sup> day of December, 2023.

DATED this 12<sup>th</sup> day of December, 2023.

5       **MESSNER REEVES, LLP**

**G. Dallas Horton & Associates**

7       */s/ Edgar Carranza*

*/s/ David Thomas*

8       By: \_\_\_\_\_  
9       Edgar Carranza, Esq.  
10      Nevada Bar No. 5902  
11      Ashley E. Walters, Esq.  
12      Nevada Bar No. 16338  
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15      Attorney for Defendant  
16      COSTCO WHOLESALE  
17      CORPORATION

By: \_\_\_\_\_  
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4435 S. Eastern Ave.  
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Attorneys for Plaintiff  
LINDA CHAPIN

17       **IT IS SO ORDERED ...**

19       DATED this 12<sup>th</sup> day of December, 2023.



22       \_\_\_\_\_  
23      United States ~~District Court~~ Judge  
24      Magistrate

## Patti Sherretts

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**From:** David Thomas <DThomas@Gdallashorton.com>  
**Sent:** Tuesday, December 12, 2023 1:45 PM  
**To:** Edgar Carranza  
**Cc:** Ashley E. Walters; Patti Sherretts; Vikki Weyandt  
**Subject:** RE: Costco adv. Chapin....

**[EXTERNAL EMAIL]**

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Thanks Edgar and Ashley,

It looks good. You can use my signature. We have had better success with mediations as opposed to settlement conferences. If you agree, do you have a list of mediators you would agree to?

**David L. Thomas, Esq.**  
**G. Dallas Horton & Associates**  
**4435 South Eastern Avenue**  
**Las Vegas, Nevada 89119**  
**T: 702-380-3100**

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**From:** Edgar Carranza <ECarranza@messner.com>  
**Sent:** Tuesday, December 12, 2023 12:18 PM  
**To:** David Thomas <DThomas@Gdallashorton.com>  
**Cc:** Ashley E. Walters <AWalters@messner.com>; Patti Sherretts <PSherretts@messner.com>  
**Subject:** Costco adv. Chapin....

Dave:

I talked to Ashley about where we are on the scheduling order and possible stipulation to extend the deadlines. After some discussion, we thought that rather than simply stipulate to extend the deadlines, it might be better to stipulate to stay the entire proceedings (including the upcoming deadlines) in an effort to explore settlement. If the parties can't resolve the case, we'd go back to the Court and ask for a new scheduling order.

Please review the proposed stipulation and let me know your thoughts. Thank you.